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 DEPARTMENT, CHIEF MICHEL MOORE (named in the Complaint as "POLICE
 CHIEF MICHAEL MOORE"), OFFICER JOEL DOMINGUEZ and OFFICER
 RICARDO LEON*

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

VINCENT TURREY, an individual,

 Plaintiff,

vs.

CITY OF LOS ANGELES, a
 California municipal entity; LOS
 ANGELES POLICE
 DEPARTMENT, a public entity;
 POLICE CHIEF MICHAEL
 MOORE, an individual; OFFICER
 JOEL DOMINGUEZ, an individual;
 OFFICER RICARDO LEON, an
 individual; and DOES 1-50, inclusive,

 Defendants.

CASE NO. CV22-05492 MCS (MRWx)

Hon. Mark C. Scarsi; 1st St CH – Ctrm. 7C

Hon. Mag. Michael R. Wilner; Roybal – Ctrm. 550

STIPULATED PROTECTIVE ORDER

☒ Check if submitted without material
 modifications to MRW form

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

1.2 GOOD CAUSE STATEMENT

WHEREAS Plaintiff VINCENT TURREY ("Plaintiff") is seeking materials and information that Defendant the City of Los Angeles ("City") maintains as confidential, including but limited to, video recordings, audio recordings, other confidential information and documents regarding this incident, and other administrative materials and information currently in the possession of the City and which the City believes need special protection from public disclosure and from use for any purpose other than prosecuting this litigation.

The City asserts that the confidentiality of the materials and information sought by Plaintiffs is recognized by California and federal law, as evidenced inter alia by California Penal Code section 832.7 and Kerr v. United States Dist. Ct. for N.D. Cal., 511 F.2d 192, 198 (9th Cir. 1975), aff'd, 426 U.S. 394 (1976). The City has not publicly released the materials and information referenced above except under

1 protective order or pursuant to a court order, if at all. These materials and information
2 are of the type that has been used to initiate disciplinary action against Los Angeles
3 Police Department ("LAPD") officers, and has been used as evidence in disciplinary
4 proceedings, where the officers' conduct was considered to be contrary to LAPD
5 policy.

6 The City contends that absent a protective order delineating the responsibilities
7 of nondisclosure on the part of the parties hereto, there is a specific risk of
8 unnecessary and undue disclosure by one or more of the many attorneys, secretaries,
9 law clerks, paralegals and expert witnesses involved in this case, as well as the
10 corollary risk of embarrassment, harassment and professional and legal harm on the
11 part of the LAPD officers referenced in the materials and information. The unfettered
12 disclosure of the materials and information, absent a protective order, would allow the
13 media to share this information with potential jurors in the area, impacting the rights
14 of Defendant herein to receive a fair trial.

15 Accordingly, to expedite the flow of information, to facilitate the prompt
16 resolution of disputes over confidentiality of discovery materials, to adequately
17 protect information the parties are entitled to keep confidential, to ensure that the
18 parties are permitted reasonable necessary uses of such material in preparation for and
19 in the conduct of trial, to address their handling at the end of the litigation, and serve
20 the ends of justice, a protective order for such information is justified in this matter. It
21 is the intent of the parties that information will not be designated as confidential for
22 tactical reasons and that nothing be so designated without a good faith belief that it
23 has been maintained in a confidential, non-public manner, and there is good cause
24 why it should not be part of the public record of this case.

25 The parties therefore stipulate that there is Good Cause for, and hereby jointly
26 request that the honorable Court issue a Protective Order regarding confidential
27 documents consistent with the terms and provisions of this Stipulation. However, the
28 entry of a Protective Order by the Court pursuant to this Stipulation shall not be

1 construed as any ruling by the Court on the aforementioned legal statements or
2 privilege claims in this section, no shall this section be construed as part of any such
3 Court Order. The City has not publicly released the documents, video or information
4 referenced above except under protective order or pursuant to court order, if at all.

5
6 2. DEFINITIONS

7 2.1 Action: **Vincent Turrey v. City of Los Angeles, et al. 22-cv-05492-**
8 **MCS-MRWx.**

9 2.2 Challenging Party: a Party or Non-Party that challenges the designation
10 of information or items under this Order.

11 2.3 "CONFIDENTIAL" Information or Items: information (regardless of
12 how it is generated, stored or maintained) or tangible things that qualify for protection
13 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
14 Cause Statement.

15 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
16 support staff).

17 2.5 Designating Party: a Party or Non-Party that designates information or
18 items that it produces in disclosures or in responses to discovery as
19 "CONFIDENTIAL."

20 2.6 Disclosure or Discovery Material: all items or information, regardless of
21 the medium or manner in which it is generated, stored, or maintained (including,
22 among other things, testimony, transcripts, and tangible things), that are produced or
23 generated in disclosures or responses to discovery in this matter.

24 2.7 Expert: a person with specialized knowledge or experience in a matter
25 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
26 expert witness or as a consultant in this Action.

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1 2.8 House Counsel: attorneys who are employees of a party to this Action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 2.9 Non-Party: any natural person, partnership, corporation, association, or
5 other legal entity not named as a Party to this action.

6 2.10 Outside Counsel of Record: attorneys who are not employees of a party
7 to this Action but are retained to represent or advise a party to this Action and have
8 appeared in this Action on behalf of that party or are affiliated with a law firm which
9 has appeared on behalf of that party, and includes support staff.

10 2.11 Party: any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

15 2.13 Professional Vendors: persons or entities that provide litigation support
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 2.14 Protected Material: any Disclosure or Discovery Material that is
20 designated as "CONFIDENTIAL."

21 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
22 from a Producing Party.

23
24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only
26 Protected Material (as defined above), but also (1) any information copied or extracted
27 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
28 Protected Material; and (3) any testimony, conversations, or presentations by Parties

1 or their Counsel that might reveal Protected Material.

2 Any use of Protected Material at trial will be governed by the orders of the trial
3 judge. This Order does not govern the use of Protected Material at trial.

4
5 4. DURATION

6 Even after final disposition of this litigation, the confidentiality obligations
7 imposed by this Order will remain in effect until a Designating Party agrees otherwise
8 in writing or a court order otherwise directs. Final disposition will be deemed to be
9 the later of (1) dismissal of all claims and defenses in this Action, with or without
10 prejudice; and (2) final judgment herein after the completion and exhaustion of all
11 appeals, rehearings, remands, trials, or reviews of this Action, including the time
12 limits for filing any motions or applications for extension of time pursuant to
13 applicable law.

14
15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection.

17 Each Party or Non-Party that designates information or items for protection under this
18 Order must take care to limit any such designation to specific material that qualifies
19 under the appropriate standards. The Designating Party must designate for protection
20 only those parts of material, documents, items, or oral or written communications that
21 qualify so that other portions of the material, documents, items, or communications
22 for which protection is not warranted are not swept unjustifiably within the ambit of
23 this Order.

24 Mass, indiscriminate, or routinized designations are prohibited. Designations
25 that are shown to be clearly unjustified or that have been made for an improper
26 purpose (e.g., to unnecessarily encumber the case development process or to impose
27 unnecessary expenses and burdens on other parties) may expose the Designating Party
28 to sanctions.

1 If it comes to a Designating Party's attention that information or items that it
2 designated for protection do not qualify for protection, that Designating Party must
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in
5 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
7 under this Order must be clearly so designated before the material is disclosed or
8 produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic documents,
11 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
12 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
13 "CONFIDENTIAL legend"), to each page that contains protected material. If only a
14 portion or portions of the material on a page qualifies for protection, the Producing
15 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
16 markings in the margins).

17 A Party or Non-Party that makes original documents available for inspection
18 need not designate them for protection until after the inspecting Party has indicated
19 which documents it would like copied and produced. During the inspection and before
20 the designation, all of the material made available for inspection will be deemed
21 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
22 copied and produced, the Producing Party must determine which documents, or
23 portions thereof, qualify for protection under this Order. Then, before producing the
24 specified documents, the Producing Party must affix the "CONFIDENTIAL legend"
25 to each page that contains Protected Material. If only a portion or portions of the
26 material on a page qualifies for protection, the Producing Party also must clearly
27 identify the protected portion(s) (e.g., by making appropriate markings in the
28 margins).

1 (b) for testimony given in depositions that the Designating Party identify the
 2 Disclosure or Discovery Material on the record, before the close of the deposition all
 3 protected testimony.

4 (c) for information produced in some form other than documentary and for any
 5 other tangible items, that the Producing Party affix in a prominent place on the
 6 exterior of the container or containers in which the information is stored the legend
 7 "CONFIDENTIAL." If only a portion or portions of the information warrants
 8 protection, the Producing Party, to the extent practicable, will identify the protected
 9 portion(s).

10 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 11 failure to designate qualified information or items does not, standing alone, waive the
 12 Designating Party's right to secure protection under this Order for such material.
 13 Upon timely correction of a designation, the Receiving Party must make reasonable
 14 efforts to assure that the material is treated in accordance with the provisions of this
 15 Order.

16 17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 19 designation of confidentiality at any time that is consistent with the Court's
 20 Scheduling Order.

21 6.2 Meet and Confer. The Challenging Party will initiate the dispute
 22 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1
 23 et seq.

24 6.3 The burden of persuasion in any such challenge proceeding will be on the
 25 Designating Party. Frivolous challenges, and those made for an improper purpose
 26 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
 27 expose the Challenging Party to sanctions. Unless the Designating Party has waived
 28 or withdrawn the confidentiality designation, all parties will continue to afford the

1 material in question the level of protection to which it is entitled under the Producing
 2 Party's designation until the Court rules on the challenge.

3
 4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 6 disclosed or produced by another Party or by a Non-Party in connection with this
 7 Action only for prosecuting, defending, or attempting to settle this Action. Such
 8 Protected Material may be disclosed only to the categories of persons and under the
 9 conditions described in this Order. When the Action has been terminated, a Receiving
 10 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

11 Protected Material must be stored and maintained by a Receiving Party at a
 12 location and in a secure manner that ensures that access is limited to the persons
 13 authorized under this Order.

14 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
 15 otherwise ordered by the court or permitted in writing by the Designating Party, a
 16 Receiving Party may disclose any information or item designated "CONFIDENTIAL"
 17 only to:

18 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
 19 as employees of said Outside Counsel of Record to whom it is reasonably necessary to
 20 disclose the information for this Action;

21 (b) the officers, directors, and employees (including House Counsel) of the
 22 Receiving Party to whom disclosure is reasonably necessary for this Action;

23 (c) Experts (as defined in this Order) of the Receiving Party to whom
 24 disclosure is reasonably necessary for this Action and who have signed the
 25 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

26 (d) the Court and its personnel;

27 (e) court reporters and their staff;

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1 (f) professional jury or trial consultants, mock jurors, and Professional
 2 Vendors to whom disclosure is reasonably necessary for this Action and who have
 3 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

4 (g) the author or recipient of a document containing the information or a
 5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses, and attorneys for witnesses, in the
 7 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
 8 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
 9 not be permitted to keep any confidential information unless they sign the
 10 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed
 11 by the Designating Party or ordered by the court. Pages of transcribed deposition
 12 testimony or exhibits to depositions that reveal Protected Material may be separately
 13 bound by the court reporter and may not be disclosed to anyone except as permitted
 14 under this Stipulated Protective Order; and

15 (i) any mediator or settlement officer, and their supporting personnel,
 16 mutually agreed upon by any of the parties engaged in settlement discussions.

17
 18 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
 19 OTHER LITIGATION

20 If a Party is served with a subpoena or a court order issued in other litigation
 21 that compels disclosure of any information or items designated in this Action as
 22 "CONFIDENTIAL," that Party must:

23 (a) promptly notify in writing the Designating Party. Such notification will
 24 include a copy of the subpoena or court order;

25 (b) promptly notify in writing the party who caused the subpoena or order
 26 to issue in the other litigation that some or all of the material covered by the subpoena
 27 or order is subject to this Protective Order. Such notification will include a copy of
 28 this Stipulated Protective Order; and

1 (c) cooperate with respect to all reasonable procedures sought to be pursued
2 by the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, the Party served with
4 the subpoena or court order will not produce any information designated in this action
5 as "CONFIDENTIAL" before a determination by the court from which the subpoena
6 or order issued, unless the Party has obtained the Designating Party's permission. The
7 Designating Party will bear the burden and expense of seeking protection in that court
8 of its confidential material and nothing in these provisions should be construed as
9 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
10 directive from another court.

11
12 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
13 PRODUCED IN THIS LITIGATION

14 (a) The terms of this Order are applicable to information produced by a
15 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
16 produced by Non-Parties in connection with this litigation is protected by the
17 remedies and relief provided by this Order. Nothing in these provisions should be
18 construed as prohibiting a Non-Party from seeking additional protections.

19 (b) In the event that a Party is required, by a valid discovery request, to
20 produce a Non-Party's confidential information in its possession, and the Party is
21 subject to an agreement with the Non-Party not to produce the Non-Party's
22 confidential information, then the Party will:

23 (1) promptly notify in writing the Requesting Party and the Non-Party
24 that some or all of the information requested is subject to a confidentiality agreement
25 with a Non-Party;

26 (2) promptly provide the Non-Party with a copy of the Stipulated
27 Protective Order in this Action, the relevant discovery request(s), and a reasonably
28 specific description of the information requested; and

1 (3) make the information requested available for inspection by the Non-
2 Party, if requested.

3 (c) If the Non-Party fails to seek a protective order from this court within 14
4 days of receiving the notice and accompanying information, the Receiving Party may
5 produce the Non-Party's confidential information responsive to the discovery request.
6 If the Non-Party timely seeks a protective order, the Receiving Party will not produce
7 any information in its possession or control that is subject to the confidentiality
8 agreement with the Non-Party before a determination by the court. Absent a court
9 order to the contrary, the Non-Party will bear the burden and expense of seeking
10 protection in this court of its Protected Material.

11 12 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

13 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
14 Protected Material to any person or in any circumstance not authorized under this
15 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
16 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
17 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
18 persons to whom unauthorized disclosures were made of all the terms of this Order,
19 and (d) request such person or persons to execute the "Acknowledgment and
20 Agreement to Be Bound" that is attached hereto as Exhibit A.

21 22 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 23 PROTECTED MATERIAL

24 When a Producing Party gives notice to Receiving Parties that certain
25 inadvertently produced material is subject to a claim of privilege or other protection,
26 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
27 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
28 may be established in an e-discovery order that provides for production without prior

1 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
2 parties reach an agreement on the effect of disclosure of a communication or
3 information covered by the attorney-client privilege or work product protection, the
4 parties may incorporate their agreement in the stipulated protective order submitted to
5 the court.

6
7 12. MISCELLANEOUS

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
9 person to seek its modification by the Court in the future.

10 12.2 Right to Assert Other Objections. By stipulating to the entry of this
11 Protective Order no Party waives any right it otherwise would have to object to
12 disclosing or producing any information or item on any ground not addressed in this
13 Stipulated Protective Order. Similarly, no Party waives any right to object on any
14 ground to use in evidence of any of the material covered by this Protective Order.

15 12.3 Filing Protected Material. A Party that seeks to file under seal any
16 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
17 only be filed under seal pursuant to a court order authorizing the sealing of the
18 specific Protected Material at issue. If a Party's request to file Protected Material
19 under seal is denied by the court, then the Receiving Party may file the information in
20 the public record unless otherwise instructed by the court.

21
22 13. FINAL DISPOSITION

23 After the final disposition of this Action, as defined in paragraph 4, within 60
24 days of a written request by the Designating Party, each Receiving Party must return
25 all Protected Material to the Producing Party or destroy such material. As used in this
26 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
27 summaries, and any other format reproducing or capturing any of the Protected
28 Material. Whether the Protected Material is returned or destroyed, the Receiving

1 Party must submit a written certification to the Producing Party (and, if not the same
2 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
3 (by category, where appropriate) all the Protected Material that was returned or
4 destroyed and (2) affirms that the Receiving Party has not retained any copies,
5 abstracts, compilations, summaries or any other format reproducing or capturing any
6 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
7 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
8 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
9 reports, attorney work product, and consultant and expert work product, even if such
10 materials contain Protected Material. Any such archival copies that contain or
11 constitute Protected Material remain subject to this Protective Order as set forth in
12 Section 4 (DURATION).

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1 14. Any willful violation of this Order may be punished by civil or criminal
2 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
3 authorities, or other appropriate action at the discretion of the Court.
4

5 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

6
7 DATED: 4/17/2023


Attorneys for Plaintiff

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10 DATED: 4/18/2023


Attorneys for Defendants

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12
13 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

14
15 DATED: 4/19/23

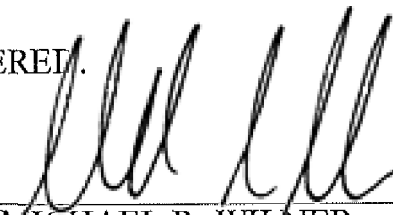

HON. MICHAEL R. WILNER
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
[full address], declare under penalty of perjury that I have read in its entirety and
understand the Stipulated Protective Order that was issued by the United States
District Court for the Central District of California on [date] in the case of
_____ [insert case name and number]. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [full
name] of _____ [full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____